

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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LOUIS RIVERA,

Plaintiff,

-against-

ANJOST CORPORATION and JOSEPH  
ZARO,

Defendants.

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**13 CV 379(MGC)**

**PLAINTIFF'S RESPONSE TO  
DEFENDANTS' STATEMENT  
OF UNDISPUTED FACTS  
PURSUANT TO LOCAL RULE  
56.1(A)**

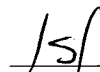
Plaintiff, pursuant to Local Civil Rule 56.1(a), responds to Defendants' Statement of Facts as follows:

1. Admit.
2. Admit.
3. Admit.
4. Admit.
5. The term "salaried" as used in paragraph 5 is a legal conclusion. When Plaintiff worked a five day week, he was paid a fixed amount. When Plaintiff worked a six day week, he was paid a higher amount that was proportional to the number of days that he worked. When Plaintiff worked a seven day week, he was again paid a higher amount that was proportional to the number of days that he worked. See Rivera Transcript, p 107, lines 22-23; page 119, lines 20-21.
6. When Plaintiff was first hired, he received the sum of \$850 for five days work.
7. Plaintiff's compensation was raised in 2012 such that when he worked a five day week, he received \$1,377.

8. Plaintiff always received a minimum of five days pay while he worked for Defendants since he never worked less than five days during his tenure with Defendants. See Rivera Declaration, ¶2.
9. Plaintiff was provided with 5 sick days, one week of paid vacation and two personal days. See Rivera Deposition, p. 115.
10. For the 5 sick days and 2 personal days that Plaintiff received, he did not have to work those days to receive his pay for that day.
11. Plaintiff was often requested to work weekends. If Plaintiff worked one weekend day, he received an extra day's pay. Rivera Declaration, ¶4.
12. Plaintiff always received his five days pay for each week since he always worked at least five days a week. Rivera Declaration ¶2.
13. The statements on paragraph 13 are legal statements which do not require a response. Plaintiff admits that he claims he was paid a day rate.
14. Plaintiff never received any written notice or confirmation from Defendants setting forth the terms of his compensation. Rivera Declaration ¶3.
15. Defendant's counsel asserted to this Court at the initial conference that Plaintiff was always paid the same amount each week, regardless of the amount of hours or days worked.

Dated: May 29, 2015

LAW OFFICE OF ROBERT S. POWERS



Robert S. Powers  
Attorney for Plaintiff  
1540 August Road  
North Babylon, NY 11703  
(631) 940-7121